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(408) 297-8750

Attorneys for Defendant

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:

Melvin Ott Manning
and
Frieda Daryoush Manning
Debtors

Chapter 13
Case No. 10-5-2343 ASW
Ref. No. 10-05211

Hearing:
Date: December 12, 2010
Time: 1:45 p.m.
Judge Arthur S. Weissbrodt

Wells Fargo Card Services

Plaintiff

v.

Melvin Ott Manning

Defendant

OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

The Defendant presents the following opposition to the Plaintiff's motion for summary judgment:

1. On September 3, 2010, Plaintiff, Wells Fargo, served the Defendant with Plaintiff's First Request for Admissions (the "Admissions").

2. Responses to the Admissions were due on or about October 7, 2010, the Thursday before the Columbus Day holiday, Monday, October 11.

3. On October 13 the Defendant served on counsel for the Plaintiff the Defendant's Responses to the Admissions (the "Responses"), a true and correct

1 copy of which (including its transmittal letter) are attached hereto.

2 4. As can readily be seen from the Responses, they are not simply
3 categorical denials of the Admissions but are truly responsive to the Admissions
4 propounded and are intended to be helpful to the Plaintiff's understanding of the
5 Defendant's position on the issues.

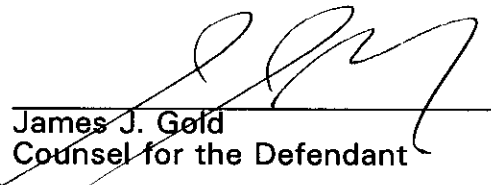
6 5. Two days subsequent to service of the Responses, and probably
7 contemporaneously with their receipt, counsel for the Plaintiff prepared and filed
8 the instant motion.

9 6. The motion for summary judgment is supported by the declaration of
10 Melissa Lavell, Court Document No. 6-2. In it, Ms Lavell makes the hearsay state-
11 ment that "[o]n October 8, 2010, Plaintiff's counsel called the Law Offices of Gold
12 and Hammes to advise that the time to respond had expired and to request that the
13 responses be served." Having reviewed the website of the State Bar of California
14 to determine that Ms Lavell does not appear on its records as an attorney, it is
15 clearly beyond the personal knowledge of Ms Lavell that Plaintiff's counsel made
16 such a call. It is true, however that as of the date of Ms Lavell's declaration no
17 request for an extension of time to respond was made, but that is because by the
18 time of her declaration the Responses had been in the mail for two days, and may
19 well have already been delivered to her office.

20 7. Accordingly, since the Admissions were responded to, there are
21 genuine issues of material fact in this matter and the motion for summary judgment
22 must be denied.

23 Respectfully submitted,

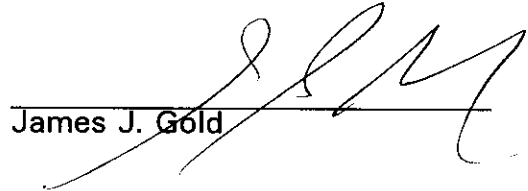
24
25 Dated: October 26, 2010

26 
James J. Gold
Counsel for the Defendant

27
28 I declare under penalty of perjury that on October 13, 2010, the Defendant, Melvin
Ott Manning, signed the Defendant's Responses to Requests for Admissions, a true

1 and correct copy of which is appended hereto, and that on that same date I mailed
2 the same, along with the original of the transmittal letter, a true and correct copy
3 of which is also appended hereto, to Counsel for the Plaintiff just as addressed on
4 the transmittal letter.

5 Dated: October 26, 2010

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James J. Gold

GOLD AND HAMMES
ATTORNEYS

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1570 THE ALAMEDA
SAN JOSE, CALIFORNIA 95126
408.297.8750
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October 13, 2010

Austin P. Nagel
Law Offices of Austin P. Nagel
111 Deerwood Road, #305
San Ramon, CA 94583

In re: Our clients, Melvin Ott Manning and Frieda Daryoush Manning
Bankruptcy Case No. 10-5-2343 ASW
Your client, Wells Fargo Card Services

Dear Austin:

Here are our responses to your requests for admissions.

From looking at what you were asking, I have the impression from your Requests 26 and 35 through 40 that you think that Mr. Manning met with us and after deciding to file a Chapter 13 case, he ran up the charges. This is not correct.

The first contact our office had with the Mannings was when Frieda Manning called us on January 25, 2010, and made an appointment to meet on February 8. The February 8 meeting was only with Frieda. Melvin did not come with her.

It is frequently the case that one spouse will set up and attend an initial interview with us and then go home afterward to tell the other spouse what they learned. We have seen often enough that the first time the other spouse learns that they were exploring ways of dealing with the family's financial problems (and actually met with an attorney!) is only after the initial meeting with us has taken place.

It is also our practice not to give advice to prospective clients when they first call for an appointment. We have a policy that until an attorney actually meets with a prospective client and has learned what their situation is, we may do more harm than good by telling them what to do when they first telephone us. The idea is that we should not be seen as telling a prospective client to change their financial position at all prior to us understanding that a change we suggest would help them, and not harm them.

Now obviously, if someone were to call in and ask if they should begin running up their credit card balances, or even if they should continue charging beyond their normal ordinary usage, we would caution them against doing so. And on the other hand, if we were asked whether they should continue using their credit card for paying for gas for their car or buying groceries at Safeway as they had been doing for years, we would probably tell them not to change their long-standing pattern until just before they filed. Our theory is not to change the status quo over the phone, and certainly not to make their situation worse.

At the February 8 meeting, a second appointment was made for March 2, 2010, and at that meeting also, Frieda was the only spouse present. Melvin did come into our office to participate in the mandatory credit counseling session and to review and sign the petition and schedules on March 10, the day we filed their case. I can't be sure about any contact with Melvin between March 2 and March 10, but my guess is that the first time he came to our office or spoke with anyone here was when he came in on March 10.

You will probably wish to follow up on this through additional discovery, but I thought I'd help you get a better picture so that you can be more focused.

Also, Requests 27 through 32 tend to imply that this account was newly-opened and that just before bankruptcy the balance was ramped up with only a single minimum payment ever made on the account. My understanding is that the account was opened in March 2008 with early balance transfers (and maybe other charges) totaling about \$13,000 which were paid down to zero well before the charges you are concerned about.

Further, during the time of the transactions you are dealing with, the first bill Wells Fargo sent out with any payment due was the January 5 one which required a \$256.00 minimum payment due by February 1, 2010. The February 3 bill shows that Mr. Manning made the requested \$256.00 payment on the due date of February 1, on time. The February 3 bill set a due date of February 28 for the next minimum payment of \$407.00, which was, as you know, not paid, and the March 3 bill shows a \$39.00 late fee.

The Mannings' Chapter 13 case was filed on March 10, so no later payments were made.

The last charge on the account by Melvin Manning was on February 6, two days before Frieda Manning came into our office for her initial appointment. There may be some relationship between the two events, or there may not, but I thought that you should be aware of the chronology.

We are in the process of preparing our own discovery for Wells Fargo which you should receive shortly.

Very truly yours,

GOLD and HAMMES

James J. Gold



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Norma L. Hammes 80149
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(408) 297-8750

Attorneys for Defendant

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:

Melvin Ott Manning
and
Frieda Daryoush Manning
Debtors

Chapter 13
Case No. 10-5-2343 ASW
Ref. No. 10-05211

Status Conference:
Date: October 29, 2010
Time: 2:15 p.m.
Judge Arthur S. Weissbrodt

Wells Fargo Card Services

Plaintiff

v.
Melvin Ott Manning

Defendant

DEFENDANT'S RESPONSES TO REQUESTS FOR ADMISSIONS

The Defendant responds to the Plaintiff's Requests for Admissions as follows:

Clarification of Certain Responses

The term "Cash Advance" has been defined on page 3, paragraph H, of the PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS:

"Cash Advance" or "cash advances" means obtaining funds from a credit, charge or line of credit account through the use of a check, convenience check, access check, credit check, counter check, automated teller or credit card.

1 In those responses below where the response is "Denied*" [the word
2 "Denied" with an asterisk ("*") appended and underlined], the response must be
3 read with the Plaintiff's particular definition in mind. In each of the responses so
4 stated, while the Defendant denies that the event involved was a "cash advance"
5 as defined above by the Plaintiff, the dates and dollar-amounts stated regarding the
6 event are admitted as being correct.

7 Similarly, the term "Charge" has been defined on page 3, paragraph G, of
8 the PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS:

9 "Charge" and "Charges" referring to a use of credit means cash advances or credit
10 for purchases of merchandise, entertainment, services or travel.

11 In accordance with the Defendant's concerns regarding "cash advances"
12 stated above, whenever the request uses the term "charge(s)" the Defendant's re-
13 sponses must be understood to mean "charge(s)" as that term is normally under-
14 stood, and not using the Plaintiff's restrictive definition quoted above.

15 For example, in the response to Request 5, referring to "your charge activity
16 on the Account" the Defendant's response of "Admitted" is not to be taken as an
17 indirect admission that in any event relating to the request at any time did a "cash
18 advance" under the Plaintiff's definition thereof occur. The Defendant's response
19 of "Admitted" is merely an admission that the transactions referenced did take
20 place on the dates and in the dollar-amounts as described by Plaintiff. The other
21 requests to which the term "charge" and its variants are treated by the Defendant
22 in this manner are: Requests 6, 11, 13, 15, 17, 19, 21, 23, 27, 33, 35 through
23 41, 44 through 54, and 56.

24
25 **Responses to Requests for Admission**

26 REQUEST 1. You opened Wells Fargo card account number XXXX-XXXX-
27 XXXX-8372 (the "Account").
28

1 RESPONSE: Admitted

2 REQUEST 2. The monthly account statements for the Account, attached to
3 this Request as Appendix "A" are true and correct copies of the items mailed to
4 you by Plaintiff.

5 RESPONSE: Admitted as to the single first page of four for the state-
6 ment for the period of 02/04/2010 to 03/03/2010 (page 6 of Appen-
7 dix "A"). The other five pages of Appendix "A" appear to be recon-
8 structions of statements, not actual statements, and are thus denied
9 as being copies of items mailed, but are probably accurate in their
10 details. (Appendix "A" is copied at the end of this document for ease
11 of reference.)

12 REQUEST 3. The Consumer Credit Card Customer Agreement & Disclosure
13 Statement for the Account, attached to this Request as Appendix "B" is a true and
14 correct copy of the item provided to you by Plaintiff.

15 RESPONSE: Denied. (Appendix "B" is copied at the end of this
16 document for ease of reference.)

17 REQUEST 4. The balance of the Account as of the date of the filing of your
18 Chapter 13 petition was \$10,030.78.

19 RESPONSE: Admitted

20 REQUEST 5. The information shown in Appendix "A" accurately reflects your
21 charge activity on the Account.

22 RESPONSE: Admitted

23 REQUEST 6. You made, authorized or allowed another to make the charges
24 shown in Appendix "A".

25 RESPONSE: Admitted

26 REQUEST 7. You agreed to comply with the terms and conditions of the
27 account agreement attached hereto as Appendix "B".

28 RESPONSE: Denied

1 REQUEST 8. You agreed to comply with paragraph 5 of the account agree-
2 ment attached hereto as Appendix "B" which states:

3 (5) PROMISE TO PAY. When you use your account or permit someone else to use it
4 for a purchase or cash advance (even if we didn't issue a Card in that person's
5 name), you promise to pay us the total amount of the Purchase or Cash Advance.
6 You also promise to pay us any Finance Charges and Other Fees and charges that
7 may be due under this Agreement. To the extent permitted by applicable law, you
8 also promise to pay all costs and expenses, including reasonable attorney's fees,
9 that we incur in enforcing this Agreement.

10 RESPONSE: Denied

11 REQUEST 9. According to your attorney's Disclosure of Compensation under
12 11 U.S.C. 329 and Bankruptcy Rule 2016(b), you paid the attorney representing
13 you in this bankruptcy case on or about March 2009, or one year before the date
14 of filing of your bankruptcy petition.

15 RESPONSE: Denied

16 REQUEST 10. You participated in credit counseling on March 10, 2010.

17 RESPONSE: Admitted

18 REQUEST 11. Between December 17, 2009 and February 6, 2010 you used
19 the Account in six (6) cash advance transactions charging \$9,500 on the Account.

20 RESPONSE: Denied*

21 REQUEST 12. One cash advance in the amount of \$1,000 was incurred on or
22 about December 17, 2009.

23 RESPONSE: Denied*

24 REQUEST 13. The cash advance incurred on or about December 17, 2009
25 also incurred an associated cash advance transaction finance charge of \$40.

26 RESPONSE: Denied*

27 REQUEST 14. One cash advance in the amount of \$1,500 was incurred on or
28 about December 24, 2009.

RESPONSE: Denied*

REQUEST 15. The cash advance incurred on or about December 24, 2009

1 also incurred an associated cash advance transaction finance charge of \$60.

2 RESPONSE: Denied*

3 REQUEST 16. One cash advance in the amount of \$2,000 was incurred on or
4 about January 4, 2010.

5 RESPONSE: Denied*

6 REQUEST 17. The cash advance incurred on or about January 4, 2010 also
7 incurred an associated cash advance transaction finance charge of \$80.

8 RESPONSE: Denied*

9 REQUEST 18. One cash advance in the amount of \$2,000 was incurred on or
10 about January 7, 2010.

11 RESPONSE: Denied*

12 REQUEST 19. The cash advance incurred on or about January 7, 2010 also
13 incurred an associated cash advance transaction finance charge of \$80.

14 RESPONSE: Denied*

15 REQUEST 20. One cash advance in the amount of \$2,000 was incurred on or
16 about January 11, 2010.

17 RESPONSE: Denied*

18 REQUEST 21. The cash advance incurred on or about January 11, 2010 also
19 incurred an associated cash advance transaction finance charge of \$80.

20 RESPONSE: Denied*

21 REQUEST 22. One online cash advance in the amount of \$1,000 was incurred
22 on or about February 6, 2010.

23 RESPONSE: Denied*

24 REQUEST 23. The cash advance incurred on or about February 6, 2010 also
25 incurred an associated cash advance transaction finance charge of \$40.

26 RESPONSE: Denied*

27 REQUEST 24. Of the six (6) cash advances referenced above, four (4) of the
28 cash advances were incurred on or within 70 days before the filing of your bank-

1 ruptcy petition.

2 RESPONSE: Denied*

3 REQUEST 25. The four (4) cash advances referenced above were incurred on
4 or within 70 days before the filing of your bankruptcy petition and are presumed
5 nondischargeable pursuant to 11 U.S.C. 523(a)(2)(C)

6 RESPONSE: Denied

7 REQUEST 26. All six (6) of the cash advances referenced above were incurred
8 after you paid the attorney representing you in this bankruptcy case.

9 RESPONSE: Denied

10 REQUEST 27. You knew you were required to make a minimum payment
11 towards the charges due on the Account upon receipt of the monthly billing state-
12 ments.

13 RESPONSE: Admitted

14 REQUEST 28. You made one (1) minimum payment of \$256.00 on or about
15 February 1, 2010.

16 RESPONSE: Admitted

17 REQUEST 29. After the minimum payment referenced above, you made no
18 payment whatsoever on the Account.

19 RESPONSE: Admitted. There was only one payment due date which
20 occurred between the payment I made and the filing of my Chapter 13
21 case.

22 REQUEST 30. As a result of your nonpayment, the Account was assessed a
23 late fee of \$39.

24 RESPONSE: Admitted

25 REQUEST 31. Prior to incurring the aforementioned cash advances, the
26 Account was in good standing.

27 RESPONSE: Denied*

28 REQUEST 32. Prior to December 17, 2009, the Account had a zero balance.

1 RESPONSE: Denied. On December 17, 2009, the account did have a
2 zero balance, but prior to that date the account had a non-zero bal-
3 ance, including at least a \$13,000 prior balance in the first half of
4 2008 which had been paid down to a zero balance.
5

6 REQUEST 33. The charging activity shown in Appendix "A" is inconsistent
7 with and represents a sudden change from your prior use of the Account.
8

9 RESPONSE: Denied
10

11 REQUEST 34. You knew you were required to repay the Plaintiff for all trans-
12 actions made on the Account.
13

14 RESPONSE: Admitted
15

16 REQUEST 35. You contemplated filing bankruptcy prior to making the charges
17 identified in the Complaint.
18

19 RESPONSE: Denied
20

21 REQUEST 36. You consulted with an attorney prior to making the charges
22 identified in the Complaint.
23

24 RESPONSE: Denied
25

26 REQUEST 37. You paid an attorney prior to making the charges identified in
27 the Complaint.
28

 RESPONSE: Denied

REQUEST 38. Prior to or during the time you made the charges shown on
Appendix "A", you were advised to discontinue any further use of your credit
cards.

 RESPONSE: Denied

REQUEST 39. You made the charges shown on Appendix "A" against the
advice of your bankruptcy attorney.

 RESPONSE: Denied

REQUEST 40. At the time you made the charges shown on Appendix "A", you

1 were aware that a benefit of filing for bankruptcy protection was the potential
2 discharge of credit card debt.

3 RESPONSE: Denied

4 REQUEST 41. At the time you made the charges shown on Appendix "A", you
5 knew that you would not repay them prior to filing your bankruptcy petition.

6 RESPONSE: Denied

7 REQUEST 42. The information contained in your Statement of Financial Affairs
8 and supporting Schedules filed in this bankruptcy is accurate.

9 RESPONSE: Admitted

10 REQUEST 43. According to Schedule F, you have \$172,820 in unsecured,
11 nonpriority debt.

12 RESPONSE: Admitted

13 REQUEST 44. Your Schedules reflect insufficient income and assets from
14 which you could have reasonably expected to repay Plaintiff for the charges on the
15 Account.

16 RESPONSE: Denied

17 REQUEST 45. The charges shown in Appendix "A" were incurred with knowl-
18 edge of your inability to repay them.

19 RESPONSE: Denied

20 REQUEST 46. At the time you incurred the charges shown in Appendix "A",
21 you were aware of your poor financial condition.

22 RESPONSE: Denied

23 REQUEST 47. During the time you incurred the charges shown in Appendix
24 "A", you incurred additional debt in order to repay regular monthly expenses.

25 RESPONSE: Denied

26 REQUEST 48. You had already reached your maximum credit limit on at least
27 one (1) or more of your other credit, charge, or line of credit accounts prior to
28 making any of the charges identified in Appendix "A".

1 RESPONSE: If I had reached my maximum credit limit on any of my
2 accounts, I was unaware of it at the time, and I am unaware of it
3 now, although it is possible that I had in fact reached a maximum
4 credit limit on an account without being aware of it; Denied.

5 REQUEST 49. During the time that the charges shown in Appendix "A" were
6 incurred, you utilized funds obtained from at least one (1) or more credit, charge, or
7 line of credit account to remit payments due on at least one (1) or more other
8 credit, charge, or line of credit account.

9 RESPONSE: Denied

10 REQUEST 50. During the time the charges shown in Appendix "A" were
11 made, you substantially increased your use of some or all of your other credit,
12 charge or line of credit accounts.

13 RESPONSE: Denied

14 REQUEST 51. At the time the charges shown in Appendix "A" were made,
15 you did not have the financial ability to make the required payment(s) on the
16 Account under the terms of the account agreement.

17 RESPONSE: Denied

18 REQUEST 52. At the time the charges shown in Appendix "A" were made,
19 you did not have the intent to repay them.

20 RESPONSE: Denied

21 REQUEST 53. You made false representations to Plaintiff with the intention
22 and purpose of deception so that Plaintiff would extend credit that would enable
23 you to charge the cash and services on the Account.

24 RESPONSE: Denied

25 REQUEST 54. You do not dispute that Plaintiff justifiably relied on your mis-
26 representations of your intent and ability to repay the charges you incurred as
27 shown in Appendix "A".
28

RESPONSE: Denied

REQUEST 55. As a proximate result of extending credit based on your misrepresentations, Plaintiff has sustained loss and damages in the amount of \$10,030.78 in that it is now unable to collect the balance of the Account.

RESPONSE: Denied

REQUEST 56. You incurred the charges shown on Appendix "A" through false pretenses, false representations or actual fraud.

RESPONSE: Denied

REQUEST 57. Plaintiff was substantially justified in filing its Complaint.

RESPONSE: Denied

REQUEST 58. Your full legal name, redacted social security number and current address as shown on your Bankruptcy Petition are accurate.

RESPONSE: Admitted

REQUEST 59. You read the "Instructions" and "Definitions" accompanying Plaintiff's First Request for Admissions attached hereto.

RESPONSE: Admitted

The responses above are submitted by the Defendant to the PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS.

Dated: October 13, 2010

Melvin Ott Manning,
Defendant

WELLS FARGO

For 24-Hour Customer Service Call: 1-800-642-4720
TDD for Hearing/Speech Impaired: 1-800-419-2265
Outside the US Call Collect: 1-925-825-7600
Wells Fargo Online: wells Fargo.com

Account Number ~~XXXXXXXXXXXX~~ 8372

Statement Closing Date 04/03/09
Credit Line \$16,000
Available Credit \$16,000

Send General Inquiries To:
WELLS FARGO CARD SERVICES PO BOX 10347 DES MOINES, IA 50306

Send Payments To:
WELLS FARGO CARD SERVICES PO BOX 30086 LOS ANGELES, CA 90030-0086

| | | | |
|-----------------------------|--------|----------------------------|----------|
| Account Summary | | Payment Information | |
| Previous Balance | \$0.00 | New Balance | \$0.00 |
| - Credits | \$0.00 | Scheduled Minimum Payment | \$0.00 |
| - Payments | \$0.00 | Scheduled Payment Due Date | 04/28/09 |
| + Purchases & Other Charges | \$0.00 | | |
| + Cash Advances | \$0.00 | | |
| + FINANCE CHARGE | \$0.00 | | |
| = New Balance | \$0.00 | | |

Rate Information

YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT.

| | Corresponding ANNUAL PERCENTAGE RATE | Daily FINANCE CHARGE Rate | Average Daily Balance |
|-----------------|---|------------------------------------|-----------------------------|
| Type of Balance | | | |
| PURCHASE(S) | 16.60% | .04547% | \$0.00 |
| CASH ADVANCE(S) | 20.99% | .05750% | \$0.00 |

Composite ANNUAL PERCENTAGE RATE 20.99%

Days in Billing Cycle 00

Wells Fargo News

THANKS TO HISTORICALLY LOW INTEREST RATES
AND LOWER HOME PRICES, NOW MAY BE THE
PERFECT TIME TO PURCHASE A NEW HOME. STOP
INTO YOUR LOCAL BANK STORE TO SPEAK TO A
HOME MORTGAGE CONSULTANT AND RECEIVE UP TO
\$1,800 IN HOME-RELATED DISCOUNTS.

Notice About Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

5596 0000 VFD 1 7 2 090403

Page 1 of 1

5583 2000 R081 01BH559600000000

Account Number ~~XXXXXXXXXXXX~~ 8372
New Balance \$0.00
Scheduled Minimum Payment \$0.00
Scheduled Payment Due Date 04/28/09

VFD4

WELLS FARGO CARD SERVICES
PO BOX 30086
LOS ANGELES, CA 90030-0086

MELVIN O MANNING
6224 MERIDIAN AVE
SAN JOSE CA 95120-4915

000000

APPENDIX "A"

WELLS FARGO

For 24-Hour Customer Service Call: 1-800-642-4720
TDD for Hearing/Speech Impaired: 1-800-419-2265
Outside the US Call Collect: 1-925-825-7600
Wells Fargo Online : wells.fargo.com

Account Number ~~4444 4444 4444~~ 8372

Statement Closing Date 01/05/10
Credit Line \$16,000
Available Credit \$11,291

Send General Inquiries To:
WELLS FARGO CARD SERVICES PO BOX 10347 DES MOINES, IA 50306

Send Payments To:
WELLS FARGO CARD SERVICES PO BOX 30086 LOS ANGELES, CA 90030-0086

| Account Summary | | Payment Information | |
|-----------------------------|------------|--|------------|
| Previous Balance | \$0.00 | New Balance | \$4,708.72 |
| - Credits | \$0.00 | Scheduled Minimum Payment | \$255.00 |
| - Payments | \$0.00 | Scheduled Payment Due Date | 02/01/10 |
| + Purchases & Other Charges | \$0.00 | | |
| + Cash Advances | \$4,500.00 | You may pay your balance in full at any time. To | |
| + FINANCE CHARGE | \$208.72 | avoid additional finance charges, pay the New | |
| - New Balance | \$4,708.72 | Balance by your Scheduled Payment Due Date. The | |
| | | New Balance on this statement does not include | |
| | | any transactions, finance charges, or fees | |
| | | billed, or payments/credits made, after the | |
| | | Statement Closing Date above. | |

Rate Information

YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT.

| Type of Balance | Corresponding ANNUAL PERCENTAGE RATE | Daily FINANCE CHARGE Rate | Average Daily Balance |
|-----------------|---|------------------------------------|-----------------------------|
| PURCHASE(S) | 19.60% | .05365% | \$0.00 |
| CASH ADVANCE(S) | 23.99% | .06572% | \$1,324.35 |

Composite ANNUAL PERCENTAGE RATE 55.66%

Days in Billing Cycle 33

Notice About Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

5596 0000 VFD 1 7 2 100105 Page 1 of 2 5583 2000 R021 01EH559600000000

Account Number ~~4444 4444 4444~~ 8372
New Balance \$4,708.72
Scheduled Minimum Payment \$255.00
Scheduled Payment Due Date 02/01/10

VFD4

WELLS FARGO CARD SERVICES
PO BOX 30086
LOS ANGELES, CA 90030-0086

MELVIN O MANNING
6224 MERIDIAN AVE
SAN JOSE CA 95120-4915

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APPENDIX "A"

Additional Information Regarding
Account Number XXXXXXXXXX 8372
Statement Closing Date: 01/05/10

WELLS FARGO

Transactions

| Trans | Post | Reference Number | Description | Credits | Charges |
|-------|-------|-------------------------------------|--|---------|----------|
| 12/17 | 12/17 | 7446542E0EHM8287D | ONLINE ADVANCE | | 1,000.00 |
| 12/17 | 12/17 | | CASH ADVANCE TRANSACTION*FINANCE CHARGE* | | 40.00 |
| 12/24 | 12/24 | 7446542E7EHM8WVNQ | ONLINE ADVANCE | | 1,500.00 |
| 12/24 | 12/24 | | CASH ADVANCE TRANSACTION*FINANCE CHARGE* | | 60.00 |
| 01/04 | 01/04 | 7446542QMEHM8M9AD | ONLINE ADVANCE | | 2,000.00 |
| 01/04 | 01/04 | | CASH ADVANCE TRANSACTION*FINANCE CHARGE* | | 80.00 |
| | | PERIODIC *FINANCE CHARGE* PURCHASES | \$0.00 CASH ADVANCE \$28.72 | | 28.72 |

Wells Fargo News

Earning cash back is easy|
Just use your Wells Fargo Cash Back(SM) Card and
get a FULL 1% CASH BACK on virtually all your purchases.

Earn even more cash back when you enroll
your Check Cards by calling us at 1-800-642-4720.

Use your cards everyday and watch your cash rewards grow|

5596 0000 VFD 1 7 2 100105

Page 2 of 2

5583 2000 R061 01BH559600000000

APPENDIX "A"

WELLS FARGO

For 24-Hour Customer Service Call: 1-800-642-4720
TDD for Hearing/Speech Impaired: 1-800-419-2265
Outside the US Call Collect: 1-925-825-7600
Wells Fargo Online : wellsfargo.com

Account Number ~~4444 4444 4444~~ 8372

Statement Closing Date 02/03/10
Credit Line \$16,000
Available Credit \$7,228

Send General Inquiries To:
WELLS FARGO CARD SERVICES PO BOX 10347 DES MOINES, IA 50306

Send Payments To:
WELLS FARGO CARD SERVICES PO BOX 30086 LOS ANGELES, CA 90030-0086

| | | | |
|-----------------------------|------------|----------------------------|------------|
| Account Summary | | Payment Information | |
| Previous Balance | \$4,708.72 | New Balance | \$8,771.70 |
| - Credits | \$0.00 | Scheduled Minimum Payment | \$407.00 |
| + Payments | \$256.00 | Scheduled Payment Due Date | 02/28/10 |
| + Purchases & Other Charges | \$0.00 | | |
| + Cash Advances | \$4,000.00 | | |
| + FINANCE CHARGE | \$318.98 | | |
| = New Balance | \$8,771.70 | | |

You may pay your balance in full at any time. To avoid additional finance charges, pay the New Balance by your Scheduled Payment Due Date. The New Balance on this statement does not include any transactions, finance charges, or fees billed, or payments/credits made, after the Statement Closing Date above.

Rate Information

YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT.

| | | | |
|-----------------|---------------|---------|------------|
| | Corresponding | Daily | Average |
| | ANNUAL | FINANCE | Daily |
| | PERCENTAGE | CHARGE | Balance |
| Type of Balance | RATE | Rate | Balance |
| PURCHASE(S) | 19.60% | .05369% | \$0.00 |
| CASH ADVANCE(S) | 23.99% | .06572% | \$8,341.80 |

Composite ANNUAL PERCENTAGE RATE 45.89%

Days in Billing Cycle 29

Notice About Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

5596 0000 VFD 1 7 2 100203 Page 1 of 2 5583 2000 R081 01BH559600000000

Account Number ~~4444 4444 4444~~ 8372
New Balance \$8,771.70
Scheduled Minimum Payment \$407.00
Scheduled Payment Due Date 02/28/10

VFD4

WELLS FARGO CARD SERVICES
PO BOX 30086
LOS ANGELES, CA 90030-0086

MELVIN O MANNING
6224 MERIDIAN AVE
SAN JOSE CA 95120-4515

000000

APPENDIX "A"

Additional Information Regarding
Account Number ~~XXXXXXXXXXXX~~ 8372
Statement Closing Date: 02/03/10

WELLS FARGO

Transactions

| Trans | Post | Reference Number | Description | Credits | Charges |
|-------|-------|--------------------|--|---------|----------|
| 01/07 | 01/07 | 7446542QPEHMSXNBA | ONLINE ADVANCE | | |
| 01/07 | 01/07 | | CASH ADVANCE TRANSACTION*FINANCE CHARGE* | | 2,000.00 |
| 01/11 | 01/11 | 7446542QWEHMSRZW | ONLINE ADVANCE | | 80.00 |
| 01/11 | 01/11 | | CASH ADVANCE TRANSACTION*FINANCE CHARGE* | | 2,000.00 |
| 01/11 | 01/11 | | ONLINE PAYMENT | 256.00 | 80.00 |
| 02/01 | 02/01 | 7446542DH0A8SYXSN5 | PERIODIC *FINANCE CHARGE* PURCHASES \$0.00 CASH ADVANCE \$158.98 | | 158.98 |

Wells Fargo News

YOUR YEAR END CREDIT CARD SUMMARY IS NOW AVAILABLE ONLINE.
PLEASE REMEMBER TO DOWNLOAD YOUR COPY BY APRIL 15, 2010.
TO ACCESS YOUR SUMMARY, SIMPLY SIGN ON AT WELLSFARGO.COM,
CLICK ON THE ACCOUNT SERVICES TAB AND SELECT THE CREDIT
CARD SERVICE CENTER LINK. IF YOU NEED HELP ACCESSING
YOUR SUMMARY, PLEASE CALL US AT 1-800-642-4720.

Earning cash back is easy|
Just use your Wells Fargo Cash Back(SM) Card and
get a FULL 1% CASH BACK on virtually all your purchases.

Earn even more cash back when you enroll
your Check Cards by calling us at 1-800-642-4720.

Use your cards everyday and watch your cash rewards grow|

5596 0000 VFD 1 7 2 100203

Page 2 of 2

5583 2000 R081 018H559600000000

APPENDIX "A"



Account Number
Statement Billing Period
Page 1 of 4

Ending in 2372
02/04/2010 to 03/03/2010



Balance Summary

| | |
|--|-------------|
| Previous Balance | \$8,771.70 |
| - Payments | \$0.00 |
| - Other Credits | \$0.00 |
| + Cash Advances | \$1,000.00 |
| - Purchases, Balance Transfers & Other Charges | \$0.00 |
| + Fees Charged | \$75.00 |
| + Interest Charged | \$180.00 |
| = New Balance | \$10,030.70 |
| Total Credit Limit | \$16,000 |

24-Hour Customer Service: 1-800-642-4720
TDD for Hearing/Speech Impaired: 1-800-415-2255
Outside the US Call Collect: 1-925-825-7600
Wells Fargo Online®: wellsfa.go.com

Send General Inquiries To:
PO Box 10347, Des Moines IA, 50305-0347

Total Available Credit:

\$5.969

Payment Information

| | |
|----------------------------|-------------|
| New Balance | \$10,030.76 |
| Scheduled Minimum Payment | \$360.00 |
| Past Due Amount | \$407.00 |
| Total Amount Due | \$767.00 |
| Scheduled Payment Due Date | 03/28/2010 |

Send Payments To:
PO Box 35095, Los Angeles CA, 90035-0095

Late Payment Warning: If we do not receive your Total Amount Due by 03/26/2010, you may have to pay a late fee up to \$39. Your Annual Percentage Rates (APRs) may also increase up to the Penalty APR of 27.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

| If you make no additional charges using this card and each month you pay ... | You will pay off the New Balance shown on this statement in about ... | And you will end up paying an estimated total of ... |
|--|---|--|
| Only the minimum payment | 28 years | \$27,827 |
| \$393 | 3 years | \$14,162 (Savings of \$13,665) |

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccdc/cc_approved.htm or call 1-877-285-2108

Important Information

YOUR ACCOUNT IS PAST DUE. PLEASE CALL 1-800-995-8019 OR VISIT
WELLSFARGO.COM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT.
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

abc

Earning cash back is easy!
Just use your Wells Fargo Cash Back(SM) Card and
get a FULL 1% CASH BACK on virtually all your purchases.
Earn even more cash back when you enroll
your Check Cards by calling us at 1-800-642-4720
Use your cards everyday and watch your cash rewards grow!

Transactions

| Trans | Post | Reference Number | Description | Credits | Charges |
|----------------------------|-------|-------------------|------------------|---------|----------|
| 02/06 | 02/06 | 7446542DNEHMSPPXP | ONLINE ADVANCE | | 1,000.00 |
| Fees | | | | | |
| 02/06 | 02/06 | | CASH ADVANCE FEE | | 40.00 |
| 03/03 | 03/03 | | LATE FEE | | 39.00 |
| TOTAL FEES FOR THIS PERIOD | | | | | \$78.00 |

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5396 YKD 1 7 2 100000 0 DPAGE 1 OF 4 10 5503 2000 0001 01005596

Detach and mail with check payable to Wells Fargo

| | |
|----------------------------|-------------------|
| Account Number | XXXXXXXXXXXX 6372 |
| New Balance | \$10,030.78 |
| Scheduled Minimum Payment | \$360.00 |
| Past Due Amount | \$407.00 |
| Total Amount Due | \$767.00 |
| Scheduled Payment Due Date | 03/28/2010 |

076700100307800

Amount
Enclosed



WELLS FARGO CARD SERVICES
PO BOX 30085
LOS ANGELES CA 90030-0085

MELVIN O MANNING
6224 MERIDIAN AVE
SAN JOSE CA 95120-4915

Figure 1

Check here and see reverse for address and/or phone number correction

APPENDIX "A"

CONSUMER CREDIT CARD
CUSTOMER AGREEMENT & DISCLOSURE STATEMENT
VISA® OR MASTERCARD®

| | |
|--|--------------|
| Table of Contents: | Introduction |
| Needs to Callers' Cardlines: | Section 1 |
| Your Consent with Us. | Section 10 |
| Changes in this Agreement: | Section 11 |
| Termination & Other Fees and Transfer Charges: | Section 20 |
| Billing Statements and Payments: | Section 23 |
| Other Important Information: | Section 34 |
| Arbitration: | Section 35 |
| Important Cardline: | |

Health to California Cardioholders
Call Now Only. To our California customers who have discovered cards cash
 at retail and restaurants with us in Spanish, Chinese, Korean, Vietnamese, or
 Tagalog.

Read Section 0.35 for important confirmation before you attach your credit card.

1. 1990년 1월 1일부터 1991년 12월 31일까지의 기간에 걸쳐
 2. 1990년 1월 1일부터 1991년 12월 31일까지의 기간에 걸쳐
 3. 1990년 1월 1일부터 1991년 12월 31일까지의 기간에 걸쳐
 4. 1990년 1월 1일부터 1991년 12월 31일까지의 기간에 걸쳐
 5. 1990년 1월 1일부터 1991년 12월 31일까지의 기간에 걸쳐
 6. 1990년 1월 1일부터 1991년 12월 31일까지의 기간에 걸쳐
 7. 1990년 1월 1일부터 1991년 12월 31일까지의 기간에 걸쳐
 8. 1990년 1월 1일부터 1991년 12월 31일까지의 기간에 걸쳐
 9. 1990년 1월 1일부터 1991년 12월 31일까지의 기간에 걸쳐
 10. 1990년 1월 1일부터 1991년 12월 31일까지의 기간에 걸쳐

ಅವರ ಸ್ವಾಭಾವಿಕ ಮನಸ್ಸಿನಲ್ಲಿ ಇಂಥ ಒಂದು ಅರಿವು ಬೆಳೆಯಿತು.

[೬] ಪೂಜ್ಯ ಹಾಗೂ ವಿದ್ವಾನ್ಗಳಿಗೆ ಸಮೀಪದಲ್ಲಿರುವ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಮತ್ತು

Keep Contact with Us

UAGB241(M). In this Agreement "you" and "your" refer to each credit holder, and "we," "the Bank," and "our" refer to Wells Fargo Bank, National Association. This is the Agreement that contains your checks and accounts with us. If you have a joint account, both of you are bound by this Agreement, and each of you is responsible for payment of the entire amount owed to us. You agree that your account with us will be used solely for personal, family, or household purposes.

81-94292
81-94293

Wells Fargo Card Services
P.O. Box 10447, Los Angeles, CA 900104
1-800-641-6778

CORRECTION 11/02

1. *Staphylococcus aureus* is a Gram-positive coccus, occurring in pairs, chains, or clusters. It is a facultative anaerobe, growing in both aerobic and anaerobic environments. It is a pathogen, causing a variety of infections, including skin infections, abscesses, and food poisoning. It is also a common cause of hospital-acquired infections.

You have received and discussed the enclosed Customer Agreement and Disclosure Statement with your mortgagee and you and your mortgagee have been given an opportunity to discuss and negotiate with the lender and to ask questions of the lender. You have agreed to accept the terms and conditions contained in these enclosed documents.

Resolución, esta certificación de aplicación si usted elige discutir con nosotros los términos y condiciones de su

TARJETA DE CRÉDITO EN ESPAÑOL

* Usted ha recibido y discutido con su intérprete el Contrato del Cliente y Declaración Informativa adjuntos, y que se les ha otorgado a usted y se integran la oportunidad de discutir y negociar con nosotros las terminaciones

- y conferencias realizadas en estos documentos adjuntos.
- Su impresión tiene por lo menos 18 años de edad y domina con fluidez tanto el idioma inglés como el español.
- Usar computadora y convivir con los científicos y conferencias relacionadas en

estas documentas a diversos autores.

「我這就告訴你，」他說道，「我這就告訴你，」

[illegible]

이러한 것들은 모두 그 당시의 사회적 분위기를 반영하고 있다. 이 시기에 이르러서야 비로소 문학이 사회를 비판하고, 사회를 개혁하려는 의지를 나타내기 시작했다. 이 시기의 문학은 '문학의 사회적 기능'을 강조하는 경향이 강하다.

一、此書係由本館編輯，凡有關於本館之消息，或
 有關於本館之建議，或有關本館之批評，或有關
 本館之其他事項，均可隨時向本館提出，本館必
 當竭力予以解決，並當隨時向本館報告。

ĐIỀU KIỆN SẢN ÁP DỤNG HỮU QUẢ MỘT SỐ QUYẾT ĐỊNH CỦA BAN CHẤP HÀNH TỔNG CÔNG TY VÀ CÁC HỮU CHỦ VÀ CÁC THÀNH VIÊN TRONG HỘI ĐỒNG TÀI CHÍNH.

Đến nay, các nhà nghiên cứu đã tìm thấy nhiều bằng chứng về sự tồn tại của các loài động vật hoang dã ở vùng này. Các nhà nghiên cứu cũng đã tìm thấy nhiều dấu vết của các loài động vật hoang dã ở vùng này.

Die Hauptstadt ist die Stadt von ...

[illegible][illegible]

California Backdated Debt: In the event that you are a California resident, all Arbitration Agreements shall apply only to disputes in which you seek to recover for yourself an amount of money, not including attorney's fees and costs, that exceeds the jurisdictional dollar limit of the Small Claims Court.

After Certification

After this certification arrives if you choose to discuss the terms and conditions of your credit account in Spanish, Chinese, Korean, Vietnamese, or

APPENDIX "B"

APPENDIX "B"

BY ACCEPTANCE OF AGREEMENT By return signing, using or accepting the plastic card(s) issued to you by us (your "Card(s)"), you accept the terms and conditions of this Agreement. Whenever the word "Card(s)" is used in this Agreement, it includes the credit card account associated with the Card.

RETURNING YOUR CARD Each Card issued to you by us must be signed by the person whose name is changed on the front of the Card. The Card may not be returned by a merchant unless you have signed it. The Card is not a negotiable instrument. You may not assign your account to this Agreement to any other party. We may assign your account as well as the Agreement to our sales division.

IS ADDITIONAL CASH REQUIRED ON OTHER USING THE CARD? If you wish to use an additional Card issued in another person's name, please notify us and we will send you a Card with the name of that additional person embossed on the front. If you wish to use a Card issued in your own name, you may use it on the person's printing, you must however, and always, sign your name to the purchase. If you do not receive and return the Card, you will continue to be liable for the charges made. After you are allowed to use your card to cancel the privileges, you may wish to let us know if the Card and cardholder's name account for you, or if you wish to have a new Card and cardholder's name account for you. We will send you a new Card with a new name account for you. We must receive your written authorization before we can process a change of cardholder.

DISPOSABLE INCOME When you use your account on points someone else to use for a purchase or cash advance fees if we didn't have a Card in that person's name, you promise to pay in the next month of the Purchase or Cash Advance. We also promise to pay in my Finance Charges and Other Fees and charges the you pay under this Agreement. In the event permitted by applicable law, you also promise to pay all fees and expenses, including reasonable attorney's fees, on an hourly basis, exclusive this Agreement.

CHANGE OF NAME ADDRESS OR RETURN INFORMATION: You are responsible for promptly notifying us of a change in your name, address (including the e-mail address) you use for online banking with us and any other e-mail addresses at which you agree to be contacted, or telephone number(s) including any wireless telephone number(s).

[illegible]

AUTHORIZATIONS. Some transactions on your account will require prior approval. These prior approvals are called "authorizations." We pay from the approval of authorizations we will give the account during any certain period of time, whether, verbal, and we may stop an authorization if we suspect that an account is being used without your permission. If you authorization upon our meeting day, we may be unable to give an authorization even though the

any mortgage would not exceed one credit line and one account option; for the Standard Rate loans, the equity reserves, as measured by the depth of the borrower's equity position, would be 10 percent of the loan balance. For the prime-rate mortgage option, the equity reserves would be 15 percent of the loan balance. The borrower would be able to pay for the mortgage in either 15 or 20 years. The borrower would be able to prepay the mortgage without penalty. The borrower would be able to make a lump-sum payment at any time without penalty. The borrower would be able to make a lump-sum payment at any time without penalty. The borrower would be able to make a lump-sum payment at any time without penalty.

3. SPECIAL FEATURES. You may receive separate information about special features of some Visa or MasterCard account. Your use of such features will be governed solely by the terms of this Agreement and by the terms contained in such separate information.

[illegible]

transmission loss, other files and files (Chord et al.)

HOW TO CHOOSE A BALANCE TRANSFER

You may use your Card, up to your available credit, in any of the ways you wish. You may use it to purchase goods, to pay bills, to make cash advances, or to transfer a balance from another Card. However, in order to be able to get the most out of your Card, you should be aware of the following:

- If you transfer a balance from another Card to your Card, the interest rate on the balance transferred will be the same as the interest rate on the balance you transferred. If you transfer a balance from another Card to your Card, the interest rate on the balance transferred will be the same as the interest rate on the balance you transferred.
- If you transfer a balance from another Card to your Card, the interest rate on the balance transferred will be the same as the interest rate on the balance you transferred.
- If you transfer a balance from another Card to your Card, the interest rate on the balance transferred will be the same as the interest rate on the balance you transferred.

RECALL ANNOUNCES CREDIT CARD PROTECTION AND SUPERCHECKS
 PROGRAM. You can get a Credit card from your second in a credit rd w/pt.
 Holding the following by presenting your Card at a bank that accepts
 your Card or VISA; by using your Card with your credit card Personal
 Identification Number (PIN) to obtain cash from any Automated Teller & Lending
 Teller which displays 20 of the logos appearing on your Card, by using ser

[illegible][illegible]

Then you obtain a Cash Advance, one right to pay a Transaction Franchise Agreement (TFA) from Cash Advance Inc. as an additional, low-cost FINANCE GUARANTEE which will be applied to your account when the Cash Advance is repaid. The Cash Advance is subject to the terms and conditions of the ANNUAL FEE SCHEDULE EAST, Inc. Company APR schedule, and is subject to your master agreement with the Company. The TFA is not a financing instrument in which your Cash Advance Inc. would be involved in any way. The TFA is a right to pay the Cash Advance, and is subject to the following terms:

- The term of the TFA shall be 12 months from the date of issuance of each advance that is made through the Wells Fargo Online Banking program or through a customer service representative;
- The lapse of 15.00% or 4% of the amount of each SLEARCHIPS advance;
- The lapse of 100.00% or 4% of the amount of any advance obtained in person at a participating financial institution;

The interest of \$20,000 or 4% of the amount of cash swept through any other sweep (including that and interest on the gaming chips, white and/or, every subject, namely, clearing, foreign currency, all such sweep as money subject).

For Overdell Protection advances: \$100.00 (the total of Overdell Protection advances for the day is \$15,000 or less; \$15,000 of the total of Overdell Protection advances for the day is \$25.00; \$100,000 of the total of Overdell Protection advances for the day is \$100,000; \$500,000 or \$100,000 if the total of Overdell Protection advances for the day is greater than \$500,000).

In addition, each Cash Advance that you obtain will accrue Finance Charges from the date the Cash Advance is made — there is no grace period for Cash Advances. During the first 12 months that your account is open, we may benefit you by waiving Cash Advance finance charges on your account to 35% of your credit limit. After the first 12 months that your account is open, we may limit the amount of Cash Advance finance charges on your account to 75% of your credit limit.

[illegible][illegible][illegible]

STUDYING WITH A MATHS TUTOR

Withheld. If you effect a transaction with one *BlawieCard* card in a country other than the U.S., *BlawieCard* will be charged an international "VisitCard" fee that covers the charge on the U.S. card and any foreign transaction procedure fees. The current transaction rate used by *BlawieCard* for such transactions is generally 3% plus a government mandated rate of a variable rate that is imposed by *BlawieCard* for the respective state in which the transaction is processed. The foreign transaction rate may be as high as 10% and may differ from one state to another. The rate for the foreign transaction may differ the way you are required to pay banking statements.

[illegible]

and fees. For each purchase transaction as a foreign currency, that has been converted into a U.S. dollar amount by MasterCard or Visa, we will add a charge of 1.5% (one and one-half percent) to the amount provided to us by MasterCard or Visa.

Rate of Sale Conversion. Some merchants outside the United States offer cardholders the option of having card transactions converted to U.S. dollars by a service known as **InterCard**, as described above. If the InterCard option is chosen, the current conversion rate is determined by the merchant used in the transaction, and an entry conversion fee is charged by the bank for the transaction.

PLEASE SEE THE SUPPLEMENTAL DISCLOSURES AND THE
 231 AND 232 DISCLOSURES FOR THE
 231 AND 232 DISCLOSURES.

10-23-83. (1) An election fee of \$15.00 must be charged for each polling period in which your outstanding balance exceeds your credit limit at any time during the polling cycle.

1978) is not accurate in that the required minimum payment for the previous due date, a late fee, may be charged and will continue to be charged each month until all payments on the account are current. The late fees are as follows: \$25.00 on balances up to \$250, \$25.00 on balances of \$250 to \$1,000, and \$39.00 on balances of \$1,000 and over. The "balance" is used to determine the amount of the late fee is the previous balance. Based on the balance on the previous bill, the late fee is calculated.

33) A returned check or returned payment for \$25.00 may be charged when a payment check or similar instrument, an electronic debit, or any other form of payment for a "Payment Method" is not honored, when the same returns or is cause to be processed, or when an electronic debit is returned unpaid. Please note that this fee may be charged if a Payment Method is not honored the first time it is presented for payment, even if a

4) A fee of \$150.00 may be charged for each stop payment placed on a SUPERCHICKS check at your request, or when we decline to honor a SUPERCHICKS check against your account. (We cannot guarantee that if you request a stop payment on a SUPERCHICKS check that we will be able to stop payment. You must receive a stop payment request with enough advance notice to allow us to stop the payment.)

(408) 297-8750 #80100 & 80149
James J. Gold
Norma L. Hammes
GOLD and HAMMES, Attorneys
1570 The Alameda, Suite 223
San Jose, CA 95126
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:

Melvin Ott Manning
Frieda Daryoush Manning

Debtors _____ /

Chapter 13
Case No. 10-5-2343 ASW

CERTIFICATE OF SERVICE RE
OPPOSITION TO MOTION FOR SUMMARY
JUDGMENT

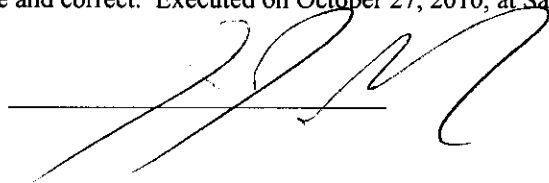
I, the undersigned, declare that I am employed in the County of Santa Clara. I am over the age of 18 years and not a party to the within entitled action. My business address is 1570 The Alameda, Suite 223, San Jose, California.

On October 27, 2010, I served the within OPPOSITION TO MOTION FOR SUMMARY JUDGMENT by placing a true copy thereof in a sealed envelope with postage thereon prepaid in the United States Mail at San Jose, California, addressed as follows:

Austin P. Nagel / Grace Feldman
Law Offices of Austin P. Nagel
111 Deerwood Road, #388
San Ramon, CA 94583

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on October 27, 2010, at San Jose, California.

Dated: October 27, 2010

A handwritten signature in black ink, appearing to be 'APN', is written over a horizontal line.